

Cross reference to plat or,
if not platted, to most
recent deed:
Plat Bk. _____
Instr. No. _____

This easement affects
Parcel Number (s):

TRANSPORTATION EASEMENT

THIS INDENTURE WITNESSETH, that _____
of _____ County, State, of _____ (hereinafter referred to as "GRANTOR")
for itself, its successors, and assigns, does hereby grant, subject to the terms, conditions and limitations
hereinafter set forth, to the City of Indianapolis, Department of Public Works (hereinafter referred to as
"GRANTEE"), its grantees, successors, and assigns a permanent easement for transportation purposes in and
over the following described real estate (hereinafter referred to as the "EASEMENT REAL ESTATE"), in
Marion County, Indiana:

LEGAL DESCRIPTION; ATTACHED HERETO AS EXHIBIT A

This indenture is not intended to and shall not be construed as surrendering, waiving, or affecting in
any way GRANTOR's rights of access to and from the EASEMENT REAL ESTATE, however, all such
rights are subject to the ordinances, regulations, standards and specifications of the City of Indianapolis,
Marion County, Indiana.

This indenture shall be binding until specifically abandoned by GRANTEE.

GRANTOR agrees that GRANTEE is not, as a condition of this grant, required to improve the
EASEMENT REAL ESTATE.

GRANTOR and GRANTEE agree that after improvement of all or a portion of the EASEMENT
REAL ESTATE, the rights herein shall not lapse by reason of non-use.

Until such time as GRANTEE shall take possession of said EASEMENT REAL ESTATE, the
GRANTOR of the fee simple thereof, and those claiming through said GRANTOR, reserve the right to use
said EASEMENT REAL ESTATE for any legal purpose not inconsistent with this grant; however, said
GRANTOR, and those claiming through said GRANTOR, shall not create, transfer, or grant any indenture,
easement, license or other property interests affecting the EASEMENT REAL ESTATE to a third party and
shall not construct or cause to have constructed or allow any construction of any structures on the
EASEMENT REAL ESTATE, without the written consent of the GRANTEE. Said indentures, easements,
licenses, or other property interests, if consented to by GRANTEE, shall expire upon the taking of possession
by GRANTEE.

GRANTOR, owner, and those claiming through said GRANTOR or owner, shall not be eligible to demand or receive any compensation for surrender of possession when GRANTEE shall take possession of the EASEMENT REAL ESTATE.

It is understood and agreed that all provisions of this grant are stated herein and that no verbal agreements or promises are binding.

GRANTOR further assumes and agrees to pay all taxes or assessments now due on the EASEMENT REAL ESTATE and agrees to continue to pay all taxes or assessments which will become due in the future.

GRANTOR covenants and represents that to the best of its knowledge the EASEMENT REAL ESTATE is not presently subject to any federal, Indiana, other states(s), or local environmentally related lien, proceeding, claim, liability or action, or the threat or likelihood thereof.

GRANTOR agrees that between GRANTOR and GRANTEE, the acceptance of this grant by GRANTEE shall not increase the liability of GRANTEE for any environmentally related claims arising from or related to conditions on the EASEMENT REAL ESTATE prior to the acceptance of this grant.

In accordance with I.C. 32-23-2-5, the most recent deed of record by which the GRANTOR holds title is _____.

The undersigned being duly sworn, says that he/she/it is the sole owner(s) of the EASEMENT REAL ESTATE, and said GRANTOR further represent that there are no indentures, easements, or licenses of any kind or character on the EASEMENT REAL ESTATE, and said GRANTOR further represents that there are no other encumbrances, leases, liens, or options of any kind or character on the EASEMENT REAL ESTATE as granted, except and that he/she/it makes these representations for the purpose of inducing the GRANTEE to accept this indenture.

This indenture shall run with the EASEMENT REAL ESTATE, be a burden upon the EASEMENT REAL ESTATE, and shall be binding upon the GRANTOR, GRANTEE, and their successors and assigns.

By acceptance of this indenture, GRANTEE acknowledges that GRANTOR shall have no obligations, other than those required by the Revised Code of Indianapolis, Marion County and its regulations, to repair or maintain any public street or other transportation improvement hereafter located upon the EASEMENT REAL ESTATE. This indenture shall run with the EASEMENT REAL ESTATE and shall be binding upon GRANTOR, GRANTEE, and their successors and assigns.

This indenture shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

This grant is to be and become effective and binding from and after its acceptance by GRANTEE.

Further, the GRANTOR and GRANTEE acknowledge that the grant made herein, if accepted by GRANTEE, shall be full satisfaction of the undertaking, related to the dedication of this TRANSPORTATION EASEMENT, of the GRANTOR, to the GRANTEE, or its predecessors, in connection with the rezoning of such EASEMENT REAL ESTATE or the variance granted upon such EASEMENT REAL ESTATE in the cause docketed as _____.

GRANTOR covenants that GRANTOR is the owner in fee simple of the EASEMENT REAL ESTATE, is lawfully seized thereof, and has good right to grant and convey the foregoing TRANSPORTATION EASEMENT.

GRANTOR affirms that no unauthorized alterations have taken place.

IN WITNESS WHEREOF, GRANTOR has set his/her hand and seal this _____ day of _____, 20____.

GRANTOR:

By: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to me this _____ day of _____, 20____.

COUNTY OF RESIDENCE

NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

The above grant is accepted by the GRANTEE (City of Indianapolis, Department of Public Works).

RECOMMENDED FOR APPROVAL:

Stefan Wolfla, Infrastructure Manager,
Department of Code Enforcement

APPROVED PER LEGAL:

_____(signature) _____(print)
Assistant Corporation Counsel
Office of Corporation Counsel

CITY OF INDIANAPOLIS:

Lori Miser, Director
Department of Public Works
By Steven R. Hardiman II ,Executive Assistant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Hardiman II, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal, on the ____ day of _____, 20 ____ .

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Subscribed and sworn to me this _____ day of _____, 20____.

County of Residence Notary Public

Signature

Commission Expiration Date

Printed Name

This instrument was prepared by Justin Paicely, Assistant Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

“ I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” Ellen Hurley, Office of Corporation Counsel **2-10-16**